

Bell Atlantic
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Suite 400 West
Washington, DC 20005

DOCKET FILE COPY ORIGINAL

October 25, 1999



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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street S.W.
Washington, D.C. 20554

**Re: Request for Limited Modification of LATA Boundaries to Provide ELCS
Between Bell Atlantic – Pennsylvania’s Ulysses and Coudersport Exchanges and
Frontier Communications Genesee, Shinglehouse and Millport Exchange; CC
Docket No. 96-159**

Dear Ms. Salas:

Bell Atlantic - Pennsylvania hereby submits this request for a LATA boundary modification to provide Expanded Local Calling Service (ELCS) between its Coudersport and Ulysses exchanges and Frontier’s Genesee, Shinglehouse and Millport exchanges. Local calling between these exchanges was ordered by the Pennsylvania Public Utility Commission. The routing of the local traffic was agreed to by Bell Atlantic and Frontier Communications.

In its order released July 15, 1997¹ (“Order”), the Commission established an ongoing process for requesting LATA boundary modifications to provide ELCS. This request is filed pursuant to the provisions contained in that order. Attached, please find the support documentation required by the Commission to approve the requested modification.

Should you have any questions regarding this material, please do not hesitate to contact me at 202-336-7875.

Sincerely,

A handwritten signature in black ink that reads "Tracy Chaney". The signature is written in a cursive, flowing style.

Attachment

cc: K. Schroeder
A. Thomas

¹ “In the Matter of Petitions for Limited Modification of LATA Boundaries to Provide Expanded Local Calling Service (ELCS) at Various Locations”, CC Docket No. 96-159, released July 15, 1997.

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**Request for Limited Modification of LATA Boundaries to Provide ELCS
From Frontier Communications of Oswayo River, Inc.'s Genesee,
Shinglehouse and Millport, New York Exchanges to Bell Atlantic's Ulysses
and Coudersport , Pennsylvania Exchange.**

1. **Type of service** (e.g., flat-rate, non-optional ELCS):
Interlata EAS -- Extended Area Service, Local calling
2. **Direction of service** (one-way, two-way, if one-way, indicate direction of service):
Originating one-way service
3. **Exchanges Involved** (Identify name of each exchange, the LATA and state in which each exchange is located if an exchange is located in independent territory, indicate the LATA, if any,, with which the exchange is associated)

Originating Exchange:

FC of Oswayo exchanges in Buffalo, NY lata:

Genesee
Shinglehouse
Millport

Terminating Exchange:

Bell Atlantic – PA exchanges in Altoona, PA lata:

Coudersport
Ulysses

4. **Name of Carriers** (Name of carrier providing local service in each exchange):
Frontier Communications of Oswayo River, Inc. provides local service to the Genesee, Shinglehouse and Millport exchanges

Bell Atlantic-PA provides local service to the Ulysses and Coudersport exchanges.

5. **State Commission Approval** (include a copy of that approval)
Attachment 1 – Stipulation in Settlement

6. **Number of Access lines or customers** (for each exchange)

As of 9/30/1996

Genesee	483
Shinglehouse	1,256
Millport	406
Total	2,145

7. **Usage Data** (e.g. average number of calls per access line per month from exchange A to exchange B, from exchange B to exchange A, and if available, percent of subscribers making such calls each month):

<u>Average Call per Customer originating in FC of Oswayo</u>	
<u>Exchanges</u>	
Genesee to Ulysses (228 to 848)	6.22
Genesee to Coudersport (228 to 274)	5.37
Millport to Ulysses (698 to 848)	0.82
Millport to Coudersport (698 to 274)	8.09
Shinglehouse to Ulysses (697 to 848)	0.19
Shinglehouse to Coudersport (697 to 274)	3.11
Average Call per Customer	3.97

The percent of subscribers placing calls originating in FC of Oswayo is unavailable.

8. **Poll Results** (for each exchange in which a poll was required by applicable state procedures and conducted in accordance with those procedures. Indicate the amount of proposed rate increase in those exchanges):

A poll was not required. There will be no increase in FC of Oswayo River, Inc.'s local service rates.

9. **Community of Interest Statement** (a statement explaining why the two exchanges should be considered part of a single community and why community residents need the ELCS):

Frontier Communications' of Oswayo River, Inc. concedes that based on testimony and the average calls per customers across LATA there was sufficient evidence to support EAS to the advantage of the customer.

10. **Map**

Attachment 4

11) **Other pertinent information** (e.g. copies of state commission reports summary of hearing testimony)

Attachment 2 October 10, 1997 Joint Petition

Attachment 3 September 23, 1998 Recommended Decision by ALJ

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

KAREN E. TUCKER, et al.	:	
	:	
v.	:	
	:	
FRONTIER COMMUNICATIONS OF	:	Docket No. C-00957322
OSWAYO RIVER, INC.	:	
	:	
and	:	
	:	
AT&T COMMUNICATIONS OF	:	
PENNSYLVANIA, INC.	:	Docket No. C-00957324

SETTLEMENT AGREEMENT

Karen E. Tucker, et al., ("Tucker")¹, the Office of Consumer Advocate ("OCA"), AT&T Communications of PA, Inc. ("AT&T") and Frontier Communications of Oswayo River, Inc. ("Frontier") (hereinafter collectively referred to as "Parties") join in this Settlement Agreement and hereby respectfully request that the Pennsylvania Public Utility Commission ("Commission") approve this Settlement in its entirety and, in support thereof, state as follows:

I. BACKGROUND

1. The Complainants, Karen E. Tucker, et al., filed a Formal Complaint against Frontier, which was served by the Commission on October 16, 1995. The complaint alleged inadequacies as to the scope of the local calling area associated with Frontier's 228 exchange

¹ The Formal Complaint which commenced this proceeding was signed by Karen E. Tucker on June 23, 1995 to which was appended signatures of various customers located in Genesee and Millport, Pennsylvania, all of whom purported to be customers of Frontier Communications of Oswayo River, Inc. Karen E. Tucker and other customers have undertaken leadership of this group. Hence, references herein to "Karen E. Tucker" or "Tucker" include not only Karen E. Tucker personally, but all of the signatory co-complainants.

(Genesee). As relief, Tucker requested that a survey of calling patterns be conducted and a local calling plan which provides greater access to community educational, medical and governmental services be developed. A complaint was also filed against AT&T.

2. On November 6, 1995, Frontier filed an Answer and New Matter which stated that it had undertaken toll traffic studies pursuant to Commission regulations and that traffic between Frontier's Genesee exchange and BA-PA Atlantic - Pennsylvania, Inc.'s ("BA-PA") Ulysses and Coudersport exchanges qualify only for an optional calling plan and requested that the complaint be denied or dismissed in its entirety.

3. Also on November 6, 1995, AT&T filed an Answer wherein it stated it is not a certified local exchange carrier and does not provide local exchange service to the area in question and also stating that the route did not qualify for optional calling plan status. AT&T also alleged, in New Matter, that BA-PA should be joined as an indispensable party.

4. On January 30, 1996, the OCA filed a Notice of Intervention in the proceeding, stating that it was doing so "in order to support the interests of the Complainants and other Genesee residents in obtaining just and reasonably priced telephone service throughout their community of interest."

5. On June 25, 1996, the OCA filed a Motion to Join BA-PA as an indispensable party, "given that the interexchange traffic at issue terminates in BA-PA's exchanges."

6. A Prehearing Conference was held before Administrative Law Judge Debra Paist ("ALJ"), at which the individual customers, the OCA, Frontier, AT&T and BA-PA participated. ALJ Paist consolidated the complaints against Frontier (Docket No. C-00957322) and AT&T (Docket No. C-00957324). BA-PA was joined as an indispensable party without opposition.

Subsequently, two days of evidentiary hearings were held in Genesee, Potter County, Pennsylvania, in order to hear customer testimony on issues, including community of interest. The public evidentiary hearings were publicly announced in local newspapers. Numerous persons testified during the two-day period. The parties then submitted prefiled direct and rebuttal testimonies. Technical, evidentiary hearings were held on June 25, 1997 in Harrisburg, Pennsylvania before ALJ Paist, during which the witnesses appeared, testified in support of their statements and were subject to cross-examination.

7. On October 10, 1999, Tucker, the OCA and Frontier filed a Stipulation proposing a resolution of the proceeding which involved the construction of a new interoffice route between Frontier's Shinglehouse office and BA-PA's Bradford office which met at the Frontier/BA-PA exchange boundary at approximately Eldred, Pennsylvania ("1997 Stipulation"). This route was labeled by the parties as the "Eldred route." BA-PA opposed the 1997 Stipulation. A hearing was held thereon on February 12, 1998, after which main and reply briefs were filed by the parties.

8. By Recommended Decision issued September 23, 1998, ALJ Paist recommended that the 1997 Stipulation be approved and recommended that BA-PA be required to pay the cost of building its side of the Eldred route, as set forth in the 1997 Stipulation. RD at 34.

9. By Interim Opinion and Order entered July 9, 1999, the Commission remanded the matter for mediation and further discussion of potential settlement among all of the parties.

10. In response to the Commission's mediation remand, the parties have met together and, as a result, are able to enter into this Settlement Agreement. BA-PA and Frontier have reviewed their respective networks and potential points of interconnection and identified that both BA-PA's Bradford office and Frontier's Shinglehouse office interconnect with facilities of

Bell Atlantic - New York, Inc. ("BA-NY") and can be switched in Olean, New York ("Olean route"). Given that existing facilities can be used to handle the EAS traffic, this has obviated the need for construction of the Eldred route, the cost recovery for which was controversial under the 1997 Stipulation.

11. By Stipulation, which is attached hereto as Appendix A and incorporated by reference, BA-PA has made certain representations ("BA-PA Stipulation") which are material to this Settlement Agreement and upon which the parties have relied in entering into this Settlement.

12. A further, material aspect of this Settlement Agreement is the concomitant Stipulations reached between the OCA and the various Applicants seeking approval of the merger of Global Crossing, Ltd. and Frontier Corporation, the terms of which are incorporated herein by reference and made a part hereof.²

II. TERMS AND CONDITIONS OF SETTLEMENT AGREEMENT

13. The Parties stipulate and agree that resolution of this proceeding according to the terms and conditions set forth in this Settlement is in the public interest.

14. The specific terms of this Settlement are as follows:

a. Within sixty (60) days of issuance of the FCC waiver discussed at paragraph 14d of this Settlement, the local calling area of Frontier's Shinglehouse and Millport exchanges will be extended to include BA-PA's Coudersport exchange without any increase in local exchange rates.

² See Paragraph 14h and Footnote 6 herein.

b. Within sixty (60) days of issuance of the FCC waiver discussed at paragraph 14d of this Settlement, the local calling area of Frontier's Genesee exchange will be extended to include BA-PA's Coudersport and Ulysses exchanges without any increase in local exchange rates.

c. BA-PA, in the attached BA-PA Stipulation, has agreed that BA-PA shall bill Frontier for use of transport facilities to transport messages through BA-NY's facilities to BA-PA at Bradford, Pennsylvania as switched access service under specific rate elements.³ BA-PA has also agreed, by the same Stipulation, that Frontier will pay the terminating access rate as applicable for local interconnection (and not toll access rates) for terminating traffic for which extended area service is being offered in this proceeding. These constitute all of the applicable charges. BA-PA also agreed to hold Frontier harmless from any claim from BA-NY that additional charges should apply.

d. Within sixty (60) days of final Commission approval of this Settlement, Frontier shall jointly file with BA-PA a request with the Federal Communications Commission ("FCC") requesting that it waive the current limitation upon BA-PA's ability to handle the interLATA traffic at issue. AT&T agrees that it will not oppose this request to the FCC.

e. The Parties request that the Commission specify that its approval of extended area service in this proceeding is on the grounds of community of interest. The

³ These charges currently are set forth in BA-PA's tariff Pa. P.U.C. No. 302 at 10th Revised Sheets 239 and 239A. BA-PA has stated in its Stipulation that these constitute the full and complete rate elements applicable to the traffic at issue, while the tariff rates for these elements may be subject to change from time to time, as approved by the Commission. Frontier has relied upon those representations in entering into this Settlement Agreement.

Recommended Decision of ALJ Paist sets forth the grounds for such finding, as established in the record of this proceeding.

f. Upon final Commission approval of the Settlement and the BA-PA Stipulation, Frontier, Tucker and the OCA agree to withdraw their 1997 Stipulation.

g. Further, with respect to the Frontier Companies'⁴ Chapter 30 Plan, the OCA, AT&T and Frontier agree to the following:

i.) That Part I.A.8 of the Frontier Companies' Chapter 30 Plan will be modified to read as follows,⁵ which modification will be henceforth applied to all EAS and OCP changes affecting any of the Frontier Companies:

8. Any toll and/or access revenue shortfall associated with the extension of local service (less other related revenue increases, if any, and additional access charge or other non-facilities expenses which are directly related to the extension of local service may be recovered by the Companies at the time of implementing extended area service. The Frontier Companies may also petition the Commission to recover any additional facilities' expense to the extent the Commission finds such recovery to be just and reasonable. In no event shall access rates applicable to interexchange toll service or local terminating access be increased as result of the extension of local exchange service hereunder. The Commission shall resolve any such petition proceeding prior to the conduct of EAS polling. This same treatment shall also apply to Optional Calling Plans.

⁴ As used herein, the phrase "Frontier Companies" refers to Frontier Communications of Breezewood, Inc., Frontier Communications of Canton, Inc., Frontier Communications of Pennsylvania, Inc., Frontier Communications of Lakewood, Inc., and Frontier Communications of Oswayo River, Inc., both collectively and singly as the "Frontier Companies".

⁵ The language added to the Frontier Companies' Chapter 30 Plan is underlined.

To ensure that other parties to Frontier's Chapter 30 proceeding have an opportunity to comment on this Chapter 30 language change, the Commission's Order approving this Settlement should be issued as a Tentative Order and also served upon all parties to the Frontier Chapter 30 proceeding. In the event that the above-cited language changes are not finally adopted by the Commission, then this Settlement shall be null and void and this proceeding shall follow the procedures set forth herein at Paragraphs 15-16.

ii.) Further, with respect to the Frontier Companies' Chapter 30 Plan, the OCA states that it does not oppose the May 23, 1997 Compliance Filing as filed.

iii.) The OCA and Frontier Companies stipulate that this Settlement addresses those EAS complaints and concerns of which they have knowledge in satisfaction of Ordering Paragraph 9 of the Commission's December 6, 1996 Order at P-0951005 (Joint Petition for Streamlined Regulation and Network Modernization). In further response to that same Ordering Paragraph 9, Frontier and the OCA agree that the expansion of the local calling area provides Frontier customers with toll free calling to an internet service provider in the Coudersport exchange.

h. The Commission, fully and without modification, approves the Stipulations To Satisfy OCA's Protest contemporaneously filed by the Applicants, including the Frontier Companies, and the OCA in the merger application proceeding pending before this Commission.⁶

⁶ The matter involves the merger of Global Crossing, Ltd. and Frontier Corporation and is pending at PA PUC Docket Nos. A-310400, A-310550, A-311750, A-312600, A-311250, A-310670, A-310703, A-310112, A-310020, A-310153, A-310170, and A-106197.

III. GENERAL TERMS AND CONDITIONS

15. If this Settlement or any part thereof is for any reason modified in any respect by the Commission, any party may withdraw from this Settlement, in which case this Settlement shall be of no force in effect, and the proceeding will continue based on the record of the proceeding as it existed as of the date of execution of this Settlement. Any party may withdraw within five (5) days from entry of an order making such modification. Any party withdrawing from this Settlement must immediately notify in writing all of the parties. In the event that the Commission does not approve this Settlement and the proceeding continues to further hearings, the stipulating parties reserve their respective rights as they existed as of the date of execution of this Settlement, including the right to submit briefs and reply briefs and exceptions and reply exceptions.

16. All matters set forth in this Settlement are preserved in connection with the resolutions proposed herein. They reflect compromises by all parties and are presented without prejudice to any position which the settling parties may have advanced or will advance to any other proceeding and without prejudice to their respective positions concerning the merits of the issues presented in this proceeding. If this Settlement is not approved, no adverse inference shall be drawn against any party in the proceeding as a consequence of any matter set forth herein.

17. By signing this Settlement, all parties represent and acknowledge that they:

- a. Have read this Settlement;
- b. Understand the contents and meaning of this Settlement;
- c. Have knowingly and willingly entered into this Settlement.

18. This Settlement is to be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

19. This Settlement constitutes the entire agreement between the parties in connection with the dispute raised by the Complainants in the above-captioned dockets and may be changed only by written agreement of the parties.

WHEREFORE, Karen E. Tucker, the Office of Consumer Advocate, AT&T Communications of PA, Inc. and Frontier Communications of Oswayo River, Inc., for themselves or by and through their authorized representatives, respectfully request that the Pennsylvania Public Utility Commission enter a Tentative Order approving this Settlement which contains the ordering paragraphs set forth herein at Appendix B.

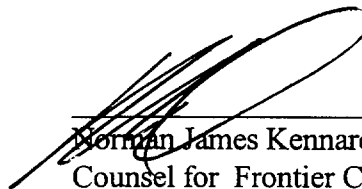
Respectfully submitted,



Office of Consumer Advocate
Philip F. McClelland
Barrett C. Sheridan

Karen E. Tucker, on behalf of herself
and all customers executing the Complaint,
as their representative

Christine Dutton
Counsel for AT&T Communications
of PA, Inc.



Norman James Kennard
Counsel for Frontier Communications of
Oswayo River, Inc.

Dated: August 24, 1999

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

KAREN E. TUCKER, *et al.*

v.

FRONTIER COMMUNICATIONS OF
OSWAYO RIVER, INC.

and

AT&T COMMUNICATIONS OF
PENNSYLVANIA, INC.

C-00957322

C-00957324

**STIPULATION OF
BELL ATLANTIC - PENNSYLVANIA, INC.**

Bell Atlantic - Pennsylvania, Inc. ("BA-PA"), by its counsel, stipulates and agrees to take the following actions upon complete satisfaction of the following conditions precedent:

BA-PA's ACTIONS

1. BA-PA will bill Frontier Communications of Oswayo River, Inc. ("Frontier") the following charges, from BA-PA's Tariff -- Pa. PUC No. 302, for the use of existing Bell Atlantic facilities to transmit local telephone calls from Frontier's Genesee, Millport, and Shinglehouse Exchanges to BA-PA's Coudersport and Ulysses Exchanges:

- a) A one-time, non-recurring Switched Transport charge per DS1, comprised of the initial Entrance Facilities Voice Grade charge for Cell 4 (currently \$930) and the Direct Trunked Transport Multiplexing charge for DS1 to Voice Grade (currently \$435); and

- b) A recurring Switched Transport charge per DS1, comprised of the Entrance Facilities Voice Grade monthly rate for Cell 4 (currently \$270 per month), the fixed Direct Trunked Transport charge (currently \$75 per month), the "per mile" Direct Trunked Transport charge applied to 13 miles (currently \$25 per mile per month), and the Direct Trunked Transport Multiplexing charge for DS1 to Voice Grade (currently \$118 per month).

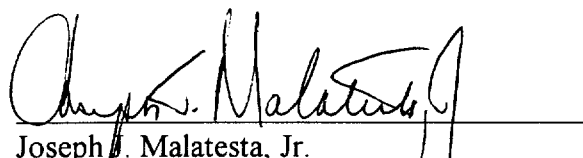
Together with the applicable local interconnection rates that BA-PA will charge Frontier for the termination of calls placed by Frontier's subscribers to BA-PA's Coudersport and Ulysses Exchanges, the listed charges constitute all of BA-PA's rate components that are applicable to the transmission of the Frontier subscribers' calls to those Exchanges. The current rates for each of those components, however, are subject to change from time to time, as approved by the Pennsylvania Public Utility Commission ("PAPUC").

2. BA-PA will hold Frontier harmless against any claim by Bell Atlantic - NY, Inc. that any of its charges also should apply to the use of the facilities identified in ¶1.

3. Within 60 days of final approval by the PAPUC, without exception or reservation, of the Settlement Agreement filed this date by Karen E. Tucker, *et al.* ("Tucker Complainants"), the Pennsylvania Office of Consumer Advocate ("OCA"), AT&T Communications of Pennsylvania, Inc. ("AT&T"), and Frontier, BA-PA will join with Frontier in the filing of a request with the Federal Communications Commission ("FCC") that it waive the limitation upon BA-PA's ability to carry interLATA traffic from Frontier's Genesee, Millport, and Shinglehouse Exchanges to BA-PA's Coudersport and Ulysses Exchanges.

CONDITIONS PRECEDENT

1. Final approval by the PAPUC, without exception or reservation, of the Settlement Agreement filed with the PAPUC this date by the Tucker Complainants, the OCA, AT&T, and Frontier.
2. Agreement by the Tucker Complainants, the OCA and Frontier to rescind in its entirety the Joint Petition into which they entered in this proceeding on September 26, 1997.
3. Agreement by Frontier to join with BA-PA in the filing of a request for waiver with the FCC as described above.
4. Agreement by AT&T not to oppose BA-PA's and Frontier's joint request to the FCC for waiver.



Joseph J. Malatesta, Jr.
Malatesta Hawke & McKeon LLP
100 North 10th Street
P. O. Box 1178
Harrisburg, PA 17105
(717) 236-1300

Counsel for Bell Atlantic - Pennsylvania, Inc.

DATED: August 24, 1999

TENTATIVE ORDER
PROPOSED ORDERING PARAGRAPHS

1. The Settlement Agreement and BA-PA's Stipulation are tentatively approved without modification.
2. The Commission tentatively approves extended area service by Frontier, without increase in local exchange rates: from its Shinglehouse and Millport exchanges to BA-PA's Coudersport exchange; and from its Genesee exchange to BA-PA's Coudersport and Ulysses exchanges. Subscribers in Frontier's exchanges have demonstrated a community of interest in calling these two BA-PA exchanges, because of the location of governmental, business, school and personal points of interest as set forth in the record of this proceeding.
3. The revised Chapter 30 language set forth in paragraph 14g of the Settlement Agreement is tentatively approved. A copy of this Tentative Order shall be served upon all parties to the Frontier Companies' Chapter 30 proceeding. Comments thereon, if any, shall be filed within twenty (20) days of entry of this Tentative Order. If no comments are received, then this Order shall become final and a Secretarial letter shall be issued to this effect. If comments are received, the Commission shall consider such comments and expeditiously issue a Final Order in this proceeding.
4. Within sixty (60) days of finalization of the Tentative Order, Frontier and BA-PA shall jointly petition the FCC for a waiver of the current proscription upon Bell Atlantic's handling of the interLATA traffic at issue in this proceeding.
5. Within sixty (60) days of the FCC's approval of the waiver request referenced in paragraph 14d of the Settlement, the expanded local calling routes shall be implemented, as set forth in the Settlement Agreement and the BA-PA Stipulation.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Administrative Law Judge
Debra Paist, Presiding

IN THE MATTER OF
KAREN E. TUCKER, et al.

v.

FRONTIER COMMUNICATIONS OF
OSWAYO RIVER, INC.

and

AT&T COMMUNICATIONS OF
PENNSYLVANIA, INC.

C-00957322

C-00957324

JOINT PETITION

Karen E. Tucker, et al., ("Tucker")¹, the Office of Consumer Advocate ("OCA") and Frontier Communications of Oswayo River, Inc. ("Frontier") (hereinafter collectively referred to as "Joint Petitioners") join in this Joint Petition or Stipulation and hereby respectfully request that Administrative Law Judge Debra Paist ("ALJ") and the Pennsylvania Public Utility Commission ("Commission") approve this Joint Petition in its entirety and, in support thereof, state as follows:

¹ The Formal Complaint which commenced this proceeding was signed by Karen E. Tucker on June 23, 1995 to which it was appended signatures of various customers located in Genesee and Millport, Pennsylvania, all of whom purported to be customers of Frontier Communications of Oswayo River, Inc. Karen E. Tucker and other customers have undertaken leadership of this group. Hence, references herein to "Karen E. Tucker" or "Tucker" include not only Karen E. Tucker personally, but all of the signatory co-complainants.

I. BACKGROUND

1. The Complainants, Karen E. Tucker, et al., filed a Formal Complaint against Frontier, which was served by the Commission on October 16, 1995. The complaint alleged inadequacies as to the scope of the local calling area associated with Frontier's 228 exchange (Genesee). As relief, Tucker requested that a survey of calling patterns be conducted and a local calling plan which provides greater access to community educational, medical and governmental services be developed. A complaint was also filed against AT&T Communications of Pennsylvania, Inc. ("AT&T").

2. On November 6, 1995, Frontier filed an Answer and New Matter which stated that it had undertaken toll traffic studies pursuant to Commission regulations and that traffic between Frontier's Genesee exchange and Bell Atlantic - Pennsylvania, Inc. ("Bell") Ullyses and Coudersport exchanges qualify only for an optional calling plan and requested that the complaint be denied or dismissed in its entirety.

3. Also on November 6, 1995, AT&T filed an Answer wherein it stated it is not a certified local exchange carrier and does not provide local exchange service to the area in question and also stating that the route did not qualify for optional calling plan status. AT&T also alleged, in New Matter, that Bell should be joined as an indispensable party.

4. On January 30, 1996, the OCA filed a Notice of Intervention in the proceeding, stating that it was doing so "in order to support the interests of the Complainants and other Genesee residents in obtaining just and reasonably priced telephone service throughout their community of interest."

5. On June 25, 1996, the OCA filed a Motion to Join Bell Atlantic - Pennsylvania, Inc. as an indispensable party, "given that the interexchange traffic at issue terminates in Bell's exchanges."

6. A Prehearing Conference was held before Administrative Law Judge Debra Paist, at which the individual customers, the OCA, Frontier, AT&T and Bell participated. ALJ Paist consolidated the complaints against Frontier (Docket No. C-00957322) and AT&T (Docket No. C-00957324). Bell was joined as an indispensable party without opposition.

7. Subsequently, two days of evidentiary hearings were held in Genesee, Potter County, Pennsylvania, in order to hear customer testimony on issues including community of interest. The public evidentiary hearings were publicly announced in local newspapers. Numerous persons testified during the two-day period.

8. The parties then submitted prefiled testimonies, consisting of direct prefiled testimony of:

- Kelly M. Goodnight (Frontier St. 1)
- Michael J. Nolan (AT&T St. 1)
- Thomas S. Catlin (OCA St. 1)

Thereafter, parties filed rebuttal testimony:

- Kelly M. Goodnight (Frontier St. 2)
- Michael J. Nolan (AT&T St. 1.1)
- Deborah A. Prickett (Bell St. 1)
- Edward R. Zakreski (Bell St. 2)
- Marion Bricker (Bricker St. 1)
- Mary Grom (Grom St. 1)
- Karen E. Tucker (Tucker, St. 1)

9. Technical, evidentiary hearings were held on June 25, 1997 in Harrisburg, Pennsylvania before ALJ Paist, during which all witnesses appeared, testified in support of their statements and were subject to cross-examination.

10. The parties to this Joint Petition have met throughout the course of this matter in an attempt to obtain a reasonable and fair solution to the situation presented.

II. TERMS AND CONDITIONS OF JOINT PETITION

11. Tucker, the OCA and Frontier stipulate and agree that resolution of this proceeding according to the terms and conditions set forth in this Joint Petition are in the public interest and that the resulting rates which would occur upon successful pooling under the conditions outlined herein, would be just and reasonable.

12. The specific terms of this Joint Petition are as follows:

a. Shinglehouse and Milport exchange customers will be polled to determine if the local calling area should be extended to include Coudersport at a \$1.50 per month local exchange rate increase.

b. Genesee exchange customers, at the same time, will be polled to determine if the local calling should be extended to include both Coudersport and Ullyses at a \$3.95 per month local exchange rate increase.

c. The rules applicable to subscriber polls published by the Commission in its regulations at 52 Pa. Code §63.75 shall apply; provided that, the 50% thresholds used to validate and implement EAS should be measured on a total company basis, rather than an exchange-by-exchange basis so that at least 50% of all Frontier customers in the exchanges polled must return ballots and that 50% of all the ballots returned from all Frontier customers must be in favor of EAS. Otherwise the polling shall fail. The four EAS routes shall not be implemented separately, but may only be considered and implemented together jointly.

d. Frontier will mail ballots to each of its customers in the format set forth and attached hereto as Exhibits A and B. Frontier will not tabulate the ballots itself, but rather will send out the ballots as pre-addressed, postage prepaid postcards to be returned to the Commission for tabulation.

e. Frontier will publicize the benefits to its customers of an expanded local calling area and inform customers of the polling process through paid radio and newspaper advertisement(s) and to bill stuffers/bill notices sent out thirty (30) and sixty (60) days prior to the polling. Frontier shall absorb its expenses associating with such publicity.

f. If the polling is found to be not valid or is not successful, then no complaint or other request regarding EAS on any of the four routes at issue in the polling established above shall be considered by the Commission and the routes shall be exempt from future polling for EAS for a period of two years. 52 Pa. Code §63.74(5). If the polling fails, both parties agree to abide by the results thereof, without further public comment.

g. As an absolute condition precedent to polling, Bell must either agree or be ordered by the Commission not to charge Frontier for any of Bell's facilities or operation and maintenance expense associated with the facilities to be installed on the so-called "Eldred Route"². In the event that Bell does not so agree or the Commission does not so order, then this Stipulation shall be null and void and this proceeding shall return to its original procedural status and be considered by this Commission according to provisions set forth elsewhere in this Joint Petition at ¶16.

h. Tucker agrees to withdraw the instant complaint at the time the PUC certifies the results of the balloting. Further, such withdrawal shall be with prejudice as to all of the signatories thereto for a period of two calendar years from the date of such withdrawal.

13. Further, with respect to the Frontier Companies'³ Chapter 30 Plan, the parties hereto agree to the following:

a. That Part LA.8 of the Frontier Companies' Chapter 30 Plan will be modified to read as follows,⁴ which modification will be henceforth applied to all EAS and OCP changes affecting any of the Frontier Companies:⁵

² Bell has stated on the record of this proceeding that it will charge to Frontier the rate for local interconnection and not toll access rates for terminating the traffic at issue in this proceeding, which statement the parties have fully relied upon in entering this settlement as a material condition thereto.

³ As used herein, the phrase "Frontier Companies" refers to Frontier Communications of Breezewood, Inc., Frontier Communications of Canton, Inc., Frontier Communications of Pennsylvania, Inc., Frontier Communications of

8. Any toll and/or access revenue shortfall associated with the extension of local service (less other related revenue increases, if any, and additional access charge or other non-facilities expenses which are directly related to the extension of local service) may be recovered by the Companies at the time of implementing extended area service. The Frontier Companies may also petition the Commission to recover any additional facilities' expense to the extent the Commission finds such recovery to be just and reasonable. The Commission shall resolve any such petition proceeding prior to the conduct of EAS polling. This same treatment shall also apply to Optional Calling Plans.

To ensure that other parties to Frontier's Chapter 30 proceeding have an opportunity to comment on this Chapter 30 language change, the Commission's Order approving this Joint Petition should be issued as a Tentative Order and also served upon all parties to the Frontier Chapter 30 proceeding. In the event that the above-cited language changes are not finally adopted by the Commission, then this Joint Petition shall be null and void and this proceeding shall follow the procedures set forth herein at ¶16.

14. Further, with respect to the Frontier Companies' Chapter 30 Plan, the OCA states that it does not oppose the May 23, 1997 Compliance Filing as filed.

15. The OCA and Frontier Companies stipulate that settlement of this complaint addresses those EAS complaints and concerns of which they have knowledge and satisfaction of Ordering Paragraph 9 of the Commission's December 6, 1996 Order at P-0951005 (Joint Petition for Streamlined Regulation and Network Modernization). In further response to that same Ordering Paragraph 9, Frontier and the OCA agree that successful polling upon the routes at issue would provide Frontier customer's with toll free calling to an internet service provider in the Coudersport exchange.

Lakewood, Inc., and Frontier Communications of Oswayo River, Inc., both collectively and singly as the "Frontier Companies".

⁴ The language added to the Frontier Companies' Chapter 30 Plan is underlined.

⁵ Including any future consideration of the routes at issue here, in the event of a failed polling.

III. GENERAL TERMS AND CONDITIONS

16. If this Joint Petition or any part thereof is for any reason modified in any respect by the Commission, any party may withdraw from this Stipulation, in which case this Stipulation shall be of no force in effect, and the proceeding will continue based on the record of the proceeding as it existed as of the date of execution of this Stipulation. Any party may withdraw within five (5) days from entry of an order making such modification. Any party withdrawing from this Stipulation must immediately notify in writing all of the parties. In the event that the Commission does not approve this Stipulation and the proceeding continues to further hearings, the stipulating parties reserve their respective rights as they existed as of the date of execution of this Stipulation, including the right to submit briefs and reply briefs and exceptions and reply exceptions.

17. All matters set forth in this Joint Petition are preserved on in connection with the resolutions proposed herein. They reflect compromises by all parties and are presented without prejudice to any position which the settling parties may have advanced or will advance to any other proceeding and without prejudice to their respective positions concerning the merits of the issues presented in this proceeding. If this Stipulation is not approved, no adverse inference shall be drawn against any party in the proceeding as a consequence of any matter set forth herein.

18. By signing this Joint Petition, all parties represent and acknowledge that they:

- a. Have read this Joint Petition;
- b. Understand the contents and meaning of this Joint Petition;
- c. Have knowingly and willingly entered into this Joint Petition.

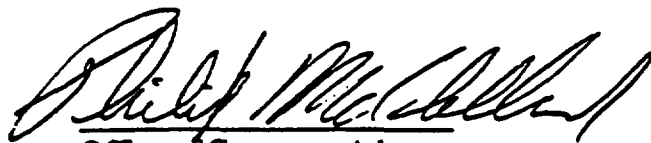
19. This Joint Petition is to be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

20. This Joint Petition constitutes the entire agreement between the parties in connection with the dispute raised by the Complainants in the above-captioned dockets and may be changed only written agreement of the parties.

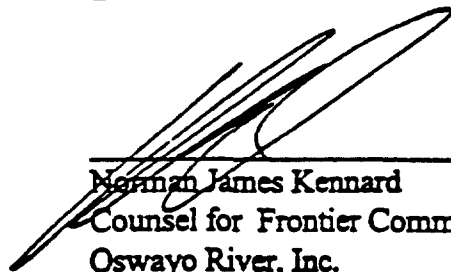
WHEREFORE, Karen E. Tucker, the Office of Consumer Advocate and Frontier Communications of Oswayo River, Inc., for themselves or by and through their authorized representatives, respectfully request that the Pennsylvania Public Utility Commission enter a Tentative Order approving this Joint Petition and, upon the receipt of Comments, approve this Joint Petition in its entirety and without modification.

Respectfully submitted,

Karen E. Tucker, on behalf of herself
and all customers executing the Complaint,
as their representative



Office of Consumer Advocate
Philip F. McClelland
Barrett Sheridan



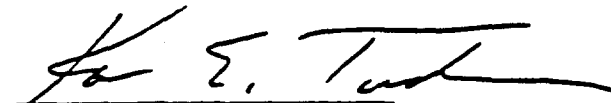
Herman James Kennard
Counsel for Frontier Communications of
Oswayo River, Inc.

DATED: September 26, 1997

20. This Joint Petition constitutes the entire agreement between the parties in connection with the dispute raised by the Complainants in the above-captioned dockets and may be changed only written agreement of the parties.

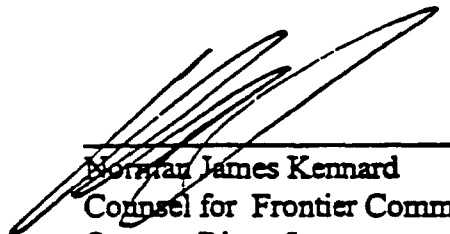
WHEREFORE, Karen E. Tucker, the Office of Consumer Advocate and Frontier Communications of Oswayo River, Inc., for themselves or by and through their authorized representatives, respectfully request that the Pennsylvania Public Utility Commission enter a Tentative Order approving this Joint Petition and, upon the receipt of Comments, approve this Joint Petition in its entirety and without modification.

Respectfully submitted,



Karen E. Tucker, on behalf of herself
and all customers executing the Complaint,
as their representative

Office of Consumer Advocate
Philip F. McClelland
Barrett Sheridan



Norman James Kennard
Counsel for Frontier Communications of
Oswayo River, Inc.

DATED: September 26, 1997

**FRONTIER COMMUNICATIONS OF
OSWAYO RIVER, INC.**

**THIS NOTICE AND THE ENCLOSED BALLOT ARE IMPORTANT.
PLEASE READ CAREFULLY.**

TO OUR SHINGLEHOUSE AND MILLPORT EXCHANGE CUSTOMERS:

The Shinglehouse and Millport exchanges are being polled by the Public Utility Commission (PUC) for Extended Area Service (EAS) to the Coudersport exchange. Depending on the results of the enclosed ballot, we may be able to increase your local calling area or the number of phones that you may call toll free.

Your response will help us to determine if the majority of our customers want their local service area increased to include calls to the Coudersport exchange. You would then be able to call Coudersport residences and business numbers beginning with 274, in the 814 area code, without being charged for a toll call.

If we extend your local calling area to Coudersport, your monthly local service rates will increase. The following chart shows what your specific monthly increase will be:

<u>Residence</u>	<u>Your Current Monthly Rate</u>	<u>The Increased Rate to Call Couderstport -----Toll-Free-----</u>	<u>Your Increase in Monthly Rate</u>
One-Party	\$	\$	\$1.50
One-Party (LMS)	\$	\$	\$1.50
Two-Party	\$	\$	\$1.50
Four-Party	\$	\$	\$1.50
<u>Business</u>			
One-Party	\$	\$	\$1.50
One-Party (LMS)	\$	\$	\$1.50
Two-Party	\$	\$	\$1.50
Four-Party	\$	\$	\$1.50
Semi-Public	\$	\$	\$1.50
Rotary Access	\$	\$	\$1.50
Trunk-Res.			

The above rate increases are for your local service only. Charges will not change for your touch tone service, inside wire maintenance or applicable mileage/zone charges.

You can determine if this extended area service will benefit you by comparing the increase in your monthly rate to what you are now paying in toll charges to the 274 Couderstport numbers. Your telephone bill itemizes those monthly toll charges.

The enclosed card is your ballot. The person in your household whose name is on your telephone bill, Frontier Communications of Oswayo River's "customer of record," must choose and mark a box, sign, and date the ballot. The ballots will be counted by the PUC officials. Please return the postage-paid ballot to the PUC on or before _____. The PUC will not count ballots postmarked after _____.

In order for the PUC to grant extended area service,

- At least 50 percent of all Frontier Communications of Oswayo River, Inc.'s customers must vote, and
- More than 50 percent (or a majority) of the returned ballots must be in favor of extending the local calling area.

If you have questions about this notice, please call our business office at (814) 697-6101, and we will answer your questions.

Please use a pen and mark only one of the boxes below:

☐

I am willing to pay the higher local service rates shown in this notice and dial toll-free to Coudersport telephone numbers.

☐

I prefer to pay toll charges when I call Coudersport and keep my lower current local service rates.

Signature _____ Date _____

Print Name _____

Telephone Number _____

Frontier Communications of Oswayo River, Inc.

**FRONTIER COMMUNICATIONS OF
OSWAYO RIVER, INC.**

**THIS NOTICE AND THE ENCLOSED BALLOT ARE IMPORTANT.
PLEASE READ CAREFULLY.**

TO OUR GENESEE EXCHANGE CUSTOMERS:

The Genesee exchange is being polled by the Public Utility Commission (PUC) for Extended Area Service (EAS) to the Coudersport and Ullyses exchanges. Depending on the results of the enclosed ballot, we may be able to increase your local calling area or the number of phones that you may call toll free.

Your response will help us to determine if the majority of our customers want their local service area increased to include calls to the Coudersport and Ullyses exchanges. You would then be able to call Coudersport and Ullyses residences and business numbers beginning with 274 and 848, in the 814 area code, without being charged for a toll call.

If we extend your local calling area to Coudersport and Ullyses, your monthly local service rates will increase. The following chart shows what your specific monthly increase will be: